

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

CARLOS BERRIOS SANTIAGO, et als.

Plaintiffs

vs.

AMERICA CRUISE FERRIES, INC., et als.

Defendant-Third Party Plaintiff

vs.

BAJA FERRIES, S.A. de C.V./Mexico

Third Party Defendant

CIVIL NO. 16-cv-2549 (ADC)

Personal injury

THIRD PARTY COMPLAINT

TO THE HONORABLE COURT:

NOW COMES Co-defendant, America Cruise Ferries, Inc., through the undersigned attorneys and very respectfully states, alleges and prays as follows:

1. The Third Party Plaintiff, America Cruise Ferries, Inc. is a for profit corporation duly registered in the Commonwealth of Puerto Rico engaged in the business of transportation of passengers between ports in Puerto Rico and the Dominican Republic.

2. For the purposes mentioned above, America Cruise Ferries, Inc. chartered the M/V Caribbean Fantasy from Baja Ferries S.A. de C.V/Mexico by means of a time charter agreement.

3. Baja Ferries, S.A. de C/V Mexico is a for profit corporation registered in Mexico, with physical address in: 2601 S Bayshore Dr. #1110, Miami, FL 33133 and Allende 1025 Esquina Marielo Rubio, Col. Centro, La Paz, B.C.S., Mexico.

4. Baja Ferries, S.A. de C/V Mexico was the sole owner and technical operator of the M/V Caribbean Fantasy at all times relevant to the Complaint originating this matter.

5. In the morning hours of August 17, 2016, while the vessel was in navigable waters approaching San Juan Bay, a fire erupted on board the M/V Caribbean Fantasy.

6. The fire could not be controlled by crewmembers and the Captain gave orders to evacuate the vessel.

7. At the time of the facts alleged in the Complaint, the Captain, officers and the technical crew of the M/V Caribbean Fantasy were all employees and/or contractors of Baja Ferries, S.A. de C.V.

8. America Cruise Ferries, Inc. was not the owner of the M/V Caribbean Fantasy at the time of the facts alleged in the Complaint, did not participate in the operation, maintenance or repair of the vessel or in the decisions taken by the technical crew regarding the facts originating the Complaint.

9. America Cruise Ferries, Inc. did not participate in the technical operation, maintenance or repair of the vessel at any time during the effective period of the time charter agreement with Baja Ferries S.A de C.V.

10. Should this Court finds that the facts alleged in the Complaint were the result of negligent or intentional acts of employees, representatives or contractors of Baja Ferries S.A. de C.V or of unseaworthiness of the vessel, Baja Ferries, S.A. de C.V. would be liable to the appearing party for any amounts imposed as compensation, or in any other concepts, to plaintiffs.

11. The damages suffered by plaintiffs, if any, are the sole responsibility of Baja Ferries, S.A. as owner and technical operator of the M/V Caribbean Fantasy at all times relevant to the Complaint.

WHEREFORE, it is respectfully requested from this Honorable Court that this Third Party Complaint be granted and that Baja Ferries S.A. de C.V. be found liable to America Cruise Ferries, Inc. for any compensation or amounts in other concepts that may be imposed in plaintiff's favor.

RESPECTFULLY SUBMITTED.

I HEREBY CERTIFY that on this same day, I electronically filed the foregoing motion with the Clerk of the Courts using the CM/ECF system which will send notification of such filing to all parties.

In Mayaguez, Puerto Rico on this 13th day of November, 2016.

**/s/CARLOS E. BAYRON
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